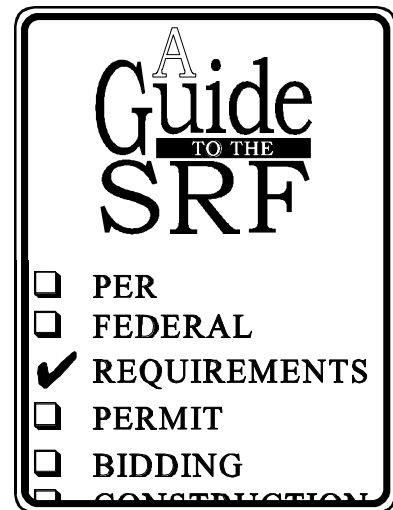


# Permit Application for the Drinking Water SRF

This guide provides information to assist project sponsors in preparing a permit application package under the Drinking Water State Revolving Fund (DWSRF). The permit application package follows the same requirements as outlined in Section R.61-58.1, Standards for Wastewater Facilities Construction with the following addition:



## Permit Application Package:

- ☐ 1. *Specifications:* Submit four sets of material and construction specifications.
- ☐ 2. *Mandatory Format SRF Contract Documents:* Specifications must include the mandatory format SRF Contract Documents. The following documents must be included *verbatim* in the specifications (see Appendix A):
  - Labor Standards Provision
  - Special Notice to Bidders
  - Notice of Requirement for Affirmative Action
  - “Certification by Proposed Prime or Subcontractor Regarding Equal Opportunity Employment” (DHEC Form 3592)
  - Parties Excluded From Federal Procurement and Nonprocurement Programs
  - “Certification Regarding Debarment, Suspension and Other Responsibility Matters” (DHEC Form 3590)
  - Utilization of Disadvantage Business Enterprise (DBE) in Procurement
  - “Prime Contractor’s Subagreement Certification” (DHEC Form 3591)
  - “MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Interagency Agreements” (EPA Form 5700-52A)

For an electronic copy of Appendix A contact the SRF Section at DHEC’s Bureau of Water.

- ☐ 3. *Optional Format SRF Contract Documents:* Specifications must include the optional format SRF Contract Documents (Appendix B). The following documents must be included in the specifications, however document formats may be reasonable approximations of those shown in Appendix B:



- |                         |                     |
|-------------------------|---------------------|
| ➤ Bid Bond              | ➤ Notice of Award   |
| ➤ Performance Bond      | ➤ Notice to Proceed |
| ➤ Payment Bond          | ➤ Bid/Bid Schedule  |
| ➤ Contract Change Order | ➤ Agreement         |

For an electronic copy of Appendix B contact the SRF Section at DHEC's Bureau of Water.

- ❑ 4. *Final Cost Estimate*: Detailed estimates of the construction cost (including equipment) based on the final design drawings; planning and design cost; and construction engineering cost must be submitted along with the final plans and specifications.
- ❑ 5. *Proposed Schedule(s) for Construction*: The proposed Schedule(s) for Construction (DHEC Form 3588), in Appendix C, must be completed and submitted along with the final plans and specifications.

**Review Process:** DHEC will review the plans and specifications for compliance with State Regulation 61- 58 (State Primary Drinking Water Regulations) and special SRF requirements, and conduct a SRF funding-eligibility review. Any work ineligible for SRF participation must be separated out in the bid items and noted on the plans and specifications.

**Operation and Maintenance (O & M) Manuals :** An O & M manual is required for all surface water treatment plant upgrades and expansions. The O & M manual should be approved by DHEC prior to the ninety percent (90%) loan disbursement.

**M**ore information? Contact the SRF Section at DHEC's Bureau of Water.  
David Price is the program manager and can be reached at:  
*Phone:* (803) 734-5341 *E-mail:* [pricedc@columb32.dhec.state.sc.us](mailto:pricedc@columb32.dhec.state.sc.us)

## **APPENDIX A**

### **Mandatory SRF Contract Documents (for inclusion in contract specifications)**

- Labor Standards Provisions
- Special Notice to Bidders
- Notice of Requirement for Affirmative Action
- “Certification by Proposed Prime or Subcontractor Regarding Equal Opportunity Employment” (DHEC Form 3592)
- Parties Excluded From Federal Procurement and Nonprocurement Programs
- “Certification Regarding Debarment, Suspension and Other Responsibility Matters” (DHEC Form 3590)
- Utilization of Disadvantaged Business Enterprise (DBE) in Procurement
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- “MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Interagency Agreements” (EPA Form 5700-52A)

## **LABOR STANDARDS PROVISIONS FOR FEDERAL AND FEDERALLY ASSISTED CONTRACTS**

### **LABOR STANDARD PROVISIONS AND RELATED MATTERS**

1. Minimum wages:

- i. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

2. Payrolls and Basic Records:

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and Social Security Number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. A. The contractor shall submit weekly to the Sponsor or Sponsor's representative for each week in which any contract work is performed a copy of all payrolls. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations 29 CFR Part 5. This information may be submitted in any form desired. Optional Form 347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

- B. Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of 29 CFR Part 5 and that such information is correct and complete; and

(2) That each laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3.

- C. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (2)(ii)(B) of this section.

- D. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

- iii. The contractor or subcontractor shall make the records required under paragraph (2)(i) of this section available for inspection, copying, or transcription by authorized representatives of the U.S. Environmental Protection Agency, South Carolina Department of Health and Environmental Control, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, SCDHEC may, after written notice to the contractor and sponsor, take such action as may be necessary to cause compliance with conditions of the Loan Agreement. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

3. Apprentices and Trainees:

- i. Apprentices: Apprentices will be permitted to work at less than the prevailing wage rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered

or otherwise employed as stated above, shall be paid not less than the applicable prevailing wage rate for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable prevailing wage rate for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits associated with for the applicable classification. If the Administrator W&H, ESA determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable prevailing wage rate for the work performed until an acceptable program is approved.

- ii. Trainees: Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the prevailing wage rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits for applicable classification unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the prevailing wage rate which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable prevailing wage rate for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable prevailing wage rate for the work performed until an acceptable program is approved.

- iii. Equal employment opportunity: The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- 4. Compliance with Copeland Act requirement: The contractor shall comply with the requirements of 29 CFR Part 3.
- 5. Subcontracts: The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 6. Contract termination: A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 7. Disputes concerning labor standards: Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 8. Certification of Eligibility:
  - i. A. The contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12 (a)(1).
  - B. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12(a)(1).
  - C. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. Sec. 1001.
  - ii. Contract Work Hours and Safety Standards Act: The Administrator, EPA shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (ii)(A), (B), (C), and (D) of this section in full in any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by section 5.5(a) or section 4.6 of Part 4 of this title. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
    - A. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
    - B. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (ii)(A) of this section the contractor and any

- subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii)(A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii)(A) of this section.
- C. Withholding for unpaid wages and liquidated damages: The U.S. Environmental Protection Agency or the South Carolina Department of Health and Environmental Control shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii)(B) of this section.
- D. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii)(A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii)(A) through (D) of this section.
- iii. In addition to the clauses contained in paragraph (ii), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in section 5.1, the Administrator of EPA shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Administrator EPA shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the U.S. Environmental Protection Agency, the South Carolina Department of Health and Environmental Control, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.



## **SPECIAL NOTICE TO BIDDERS ON SRF ASSISTED CONSTRUCTION**

### **SPECIAL NOTICE #1 EEO DOCUMENTATION REQUIRED BY EXECUTIVE ORDER 11246 AS AMENDED**

THE LOW, RESPONSIVE, RESPONSIBLE BIDDER MUST FORWARD THE FOLLOWING ITEMS, IN DUPLICATE, TO THE SPONSOR NO LATER THAN 10 DAYS AFTER BID OPENING. THE SPONSOR SHALL TRANSMIT 1 COPY TO SCDHEC WITHIN 14 DAYS AFTER BID OPENING.

1. Project Number. Project Location. Type of Construction.
2. Copy of "Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity" (DHEC Form 3592).
3. Copy of "EEO-1 Report" (Employer Information Report, annually submitted to the Equal Employment Opportunity Commission).
4. Copy of the Affirmative Action Plan of the contractor. Indicate company official responsible for EEO.
5. List of current construction contracts, with dollar amount. List contracting Federal agency, if applicable.
6. Statistics concerning company percent workforce, permanent and temporary, by sex, race and trade. How about handicapped and age? 40 CFR 7.60.
7. List of employment sources for project in question. If union sources are utilized, indicate percentage of minority membership within the union crafts.
8. Anticipated employment needs for this project, by sex, race and trade, with estimate of minority participation in specific trades.
9. List of subcontractors (name, address and telephone) with dollar amount and duration of subcontract [use "Prime Contractor's Subagreement Certification" (DHEC Form 3591)]. Subcontractors with contracts over \$10,000 must submit items one (1) through eight (8).
10. List of any subcontract work yet to be committed with estimate of dollar amount and duration of contract [use "Prime Contractor's Subagreement Certification" (DHEC Form 3591)].
11. Contract Price. Duration of prime contract.
12. MBE Documents - See special instructions regarding use of Minority and Woman-Owned and Small Businesses.

### **Special Notice #2**

The South Carolina Department of Health and Environmental Control requires the EEO commitment of the prime contractor and all subcontractors (in excess of \$10,000) to the requirement of Executive Order 11246. EEO Affirmative Action is mandated throughout the duration of the contract.

The tentatively selected bidder is required to submit EEO documentation in duplicate to the sponsor within 10 days after bid opening. The sponsor must transmit one copy of the information to SCDHEC within 14 days after bid opening. The information will be reviewed as prescribed by the requirements in the Executive Order.

Failure to submit the EEO documentation may subject the contractor to sanctions under Executive Order 11246.

### **Special Notice #3**

By the submission of this bid, each bidder acknowledges that he understands and agrees to be bound by the equal opportunity requirements of EPA regulations (40 CFR Part 8, particularly Section 8.4(b)), which shall be applicable throughout the performance of work under any contract awarded pursuant to this solicitation. Each bidder agrees that if awarded a contract, it will similarly bind contractual each subcontractor. In implementation of the foregoing policies, each bidder further understands and agrees that if awarded a contract, it must engage in affirmative action directed at promoting and ensuring equal employment opportunity in the workforce used under the contract. The bidder understands and agrees that "affirmative action" as used herein shall constitute a good faith effort to achieve and maintain minority employment in each trade in the on-site workforce used on the project.

The DBE approval is contingent upon the prime contractor's commitment to utilize the services of the DBE firm(s) reported. Deviations from the listed DBE firm(s) must be reported to SCDHEC immediately. If deviations occur, the prime contractor must continue to demonstrate positive efforts by soliciting participation of other qualified DBE firm(s) as substitutes.

If the prime contractor should decide at a later date, to subcontract additional portions of this project not approved by SCDHEC, he must again provide the Department with evidence of the positive steps taken to utilize DBE firms and obtain SCDHEC approval prior to entering into any subagreement. Failure to do so will result in costs associated with that subagreement declared ineligible for SRF assistance. The sponsor's project inspector shall be required to document the utilization of all subcontractors on this project in the construction inspection reports provided to the Department.

SCDHEC approval is required before contracts can be executed pursuant to this loan agreement, so DBE approval does not constitute the final authorization to proceed.

### **Special Notice #4**

By the submission of this bid, each bidder acknowledges that he understands and agrees to be bound to the EEO/DBE commitment required under Executive Order 11246. The tentatively selected bidder may be rejected by the sponsor with approval from the Department for failure to comply with the EEO/DBE guidelines.

### **Special Notice #5**

Sponsors and contractors must follow the flood hazard area requirements of the Flood Disaster Protection Act of 1973 contained in 40 CFR Part 30.

**Special Notice #6**

**Fire and Extended Coverage Insurance (Builders' Risk):**

- a. The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism and Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery if the cost of machinery is included in the Contract. The amount of insurance must at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all subcontractors performing work.
- b. The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be cancelled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.
- c. Cancellation and Re-Insurance:  
If any insurance should be cancelled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO  
ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE  
ORDER 11246)**

### **EEO Notice**

Following is the standard language which must be incorporated into all solicitations for offers and bids on all Federal and Federally-assisted construction contracts or subcontracts in excess of \$10,000 to be performed in designated geographical areas:

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" which is included in the Nondiscrimination Provision and Labor Standards, and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Timetables    | Goals for minority participation for each trade | Goals for female participation in each trade |
|---------------|---|--|
| 8% (Combined) |   |  |

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minority and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the

subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER  
11246)**

**EEO Specifications**

Following is the standard language which must be incorporated into all solicitations for offers and bids on all Federal and Federally-assisted construction contracts or subcontracts in excess of \$10,000 to be performed in designated geographical areas:

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION  
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
  1. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  3. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  4. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications and Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community

organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, lay-off, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and



employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply; however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor; however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority

and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the "Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof, as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).



**STATE OF SOUTH CAROLINA  
STATE REVOLVING FUND (SRF) PROGRAM  
CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR  
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Name of Prime Contractor \_\_\_\_\_

Project No. \_\_\_\_\_

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246, Part II, Section 203 (b), (30 F.R. 12319-25). Any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such contractor shall be required to submit a compliance report.

**CONTRACTOR'S CERTIFICATION**

Contractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Compliance Reports were required to be filed in connection with such contract or subcontract.

Yes \_\_\_\_\_ No \_\_\_\_\_

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes \_\_\_\_\_ No \_\_\_\_\_

4. If answer to item 3 is NO, please explain in detail on reverse side of this certification.

**Certification** - The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law - U.S. Code, Title 18, Section 1001).

\_\_\_\_\_  
Name and Title of Signer (Please Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Submit to:*

*SCDHEC, Water Facilities Permitting Division, SRF Section, 2600 Bull Street, Columbia, SC 29201*

## **PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NONPROCUREMENT PROGRAMS**

Prime contractors are required to certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in a contract using federal funds. In turn, prime contractors will require subcontractors whose contract amount is expected to equal or exceed \$25, 000 to also submit a “Certification Regarding Debarment, Suspension and Other Responsibility Matters” (DHEC Form 3590).

All successful bidders shall complete the following certification in duplicate and submit both copies to the sponsor with the bid proposal. The sponsor shall transmit one copy to SCDHEC after bid opening.



Project No.: \_\_\_\_\_

Sponsor: \_\_\_\_\_

**STATE OF SOUTH CAROLINA  
STATE REVOLVING FUND (SRF) PROGRAM  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- 1.Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2.Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3.Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4.Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

\_\_\_\_\_  
Name of Firm Submitting Bid

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

I am unable to certify to the above statements. Attached is my explanation.

Prime or Subcontractor's Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

*Submit to:*

*SCDHEC, Water Facilities Permitting Division, SRF Section, 2600 Bull Street, Columbia, SC 29201*

## **UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) IN PROCUREMENT**

### **Objective**

The objective of the SCDHEC DBE program is to encourage loan recipients and their prime contractors to utilize DBEs as subcontractors to the fullest extent possible.

### **Policy**

It is SCDHEC policy to require a loan recipient to ensure, to the fullest extent possible, that a fair share goal of 8% of the funds awarded for prime contracts or subcontracts for supplies, construction, equipment or services, is made available to organizations owned and controlled by socially and economically disadvantaged individuals, women, and historically black colleges and universities. The loan recipient is required to include in its bid documents, the fair share goal of 8% and to ensure all of its prime contractors include the 8% fair share goal in their bid documents for subcontracts. The loan recipient is also required to divide the fair share objectives into two separate categories: MBEs and WBEs. The prime contractors are required to include in their bid documents, the loan recipient's fair share objective. The loan recipients' small purchases are also subject to this policy.

NOTE: The fair share goal is subject to change each fiscal year. Therefore, it is the sponsor's responsibility to check with the SRF Financial/Procurement Manager for the current fair share percentage to be included in bid documents.

### **Definitions**

A. Disadvantaged Business Enterprise (DBE): A DBE is a business concern which meets the criteria cited below:

1. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identify as a member of a group without regard to their individual qualities. (Small Business Act 15 U.S.C. Section 8(a) (5)).

For purposes of this definition, individuals who are socially disadvantaged shall include the following:

- a. Black Americans.
- b. Hispanic Americans.
- c. Native Americans.
- d. Indian Tribes.
- e. Asian Pacific Americans.
- f. Native Hawaiian Organizations.
- g. Women.
- h. Historically Black Colleges and Universities.

- At least 51 percent of a DBE must be owned and controlled by individuals who are socially disadvantaged. The control determination will revolve around the minority or woman owner's involvement in the day-to-day management of the business enterprise.
2. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same business area who are not socially disadvantaged. In determining the degree of diminished credit and capital opportunities, consideration should be given, but not limited, to the assets and net worth of such socially disadvantaged individuals. (Small Business Act 15 U.S.C. Section 8(a)(6)).
- B. Historically Black Colleges and Universities (HBCUs). The HBCUs are identified by the Department of Education Listing of Minority Colleges and Universities.

### **Procedure**

Loan recipients and their prime contractors must comply with the following affirmative steps before a contract is awarded:

- A. placing DBEs on solicitation lists;
- B. making sure that DBEs are solicited whenever they are potential sources;
- C. dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by DBEs;
- D. establishing delivery schedules where the requirements of work will permit, which would encourage participation by DBEs;
- E. using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate; and
- F. requiring the contractor to take the affirmative steps in subparagraphs A. through E. if subcontracts are awarded.

Solicitation should allow adequate time for price analysis; SCDHEC recommends that contact be made no later than 15 days before bid opening. Efforts taken to comply with these requirements must be documented in detail. Records should be maintained of all firms contacted and awards made. The loan recipient must submit to the SRF Financial/Procurement Manager a list of all firms contacted and identify all contracts awarded utilizing the DHEC form entitled "Prime Contractors Subagreement Certification" (DHEC Form 3591). The Department must approve all DBE utilization prior to execution of contract documents.

Any proposed changes from the approved DBE participation after DBE approval must be reported to SCDHEC prior to initiation of the action, with the reason for the proposed deviation. SCDHEC must give approval for the change. Failure to receive approval may result in costs associated with that subagreement declared ineligible for SRF assistance.

SCDHEC recommends that the prime contractor utilize the services of the Minority Business Development Service Centers. These Centers are funded by the U.S. Department of Commerce to provide technical, financial and contracting assistance to minority and women's business enterprises. These Centers are located in a number of Regional cities. Use of the services provided by Centers does not absolve the prime contractors from pursuing additional efforts to comply with this requirement.

The loan recipient must submit "MBE/WBE Utilization under Federal Grants, Cooperative Agreements, and Interagency Agreements" (EPA Form 5700-52A) to DHEC beginning with the Federal fiscal year quarter the recipient awards its first contract and continuing until all contracts and subcontracts have been reported. Submission of this report is required even if there is no MBE/WBE activity to report; this is called a Negative Report. These reports must be submitted within 15 days of the end of the Federal fiscal quarter (January 15, April 15, July 15 and October 15). The form should be mailed to:

- SRF Financial/Procurement Manager  
SCDHEC  
Water Facilities Permitting Division  
2600 Bull Street  
Columbia, SC 29201





**STATE OF SOUTH CAROLINA  
STATE REVOLVING FUND (SRF) PROGRAM  
PRIME CONTRACTOR'S SUBAGREEMENT CERTIFICATION**

Project Name:

Project Number:

Contractor's Name:

Contractor's Telephone Number:

Contractor's Address:

**SECTION I - INSTRUCTIONS**

All prime contractors are required to certify whether or not they plan to utilize subcontractors for any portion of work throughout the life of their contract.

**SECTION II - CERTIFICATION**

I, as the authorized representative of the above named contracting firm, certify that we:

☐

Plan to subcontract a portion of this project and will submit to SCDHEC evidence of the positive steps taken to utilize minority and women's businesses as required by Executive Order 11246 prior to entering into any subagreement. We agree to submit MBE/WBE quarterly utilization reports (U.S. EPA Form 5700-52A). (Please list each tentative subcontractor on the back of this form.)

☐

Do not elect to subcontract any portion of this project. We understand that should we elect, at a later date, to subcontract a portion of this project, we will be required to provide evidence of the positive steps taken to utilize minority and women-owned businesses as required by Executive Order 11246 prior to entering into any subagreement. Failure to do so may result in costs associated with that subagreement declared ineligible for SRF assistance.

Name and Title:

Signature:

Date:

**Please list all tentative subcontractors you plan to use for this project, identifying whether or not they are a minority business enterprise (MBE) or a women-owned business enterprise (WBE). If more space is needed, please attach an additional sheet using the same format as below.**

1.Type of Work:

Subcontractor's Name and Address:

Contact Person:

Telephone Number:

Subcontract Amount:

Duration of Subcontract:

MBE or WBE?

2.Type of Work:

Subcontractor's Name and Address:

Contact Person:

Telephone Number:

Subcontract Amount:

Duration of Subcontract:

MBE or WBE?

3.Type of Work:

Subcontractor's Name and Address:

Contact Person:

Telephone Number:

Subcontract Amount:

Duration of Subcontract:

MBE or WBE?

4.Type of Work:

Subcontractor's Name and Address:

Contact Person:

Telephone Number:

Subcontract Amount:

Duration of Subcontract:

MBE or WBE?

**List of subcontract work yet to be committed with approximate price and duration of subcontract.**

1.

2.

3.

4.

*Submit to: SCDHEC, Water Facilities Permitting Division, SRF Section, 2600 Bull Street, Columbia, SC 29201*

**PART I. (NEGATIVE REPORTS ARE REQUIRED)**

EPA FORM 5700-52A - (5/96)

## MBE/WBE PROCUREMENTS MADE DURING QUARTER

### PART II.

| Procurement Made By |       | Business Enterprise |       | \$ Value of Procurement | Date of Award<br>MM/DD/YY | Type of Product or Service <sup>1</sup><br>(Enter Code) | Name/Address of MBE/WBE Contractor or Vendor |
|---------------------|-------|---------------------|-------|-------------------------|---------------------------|---|--|
| Recipient           | Other | Minority            | Women |                         |                           |   |  |
|                     |       |                     |       |                         |                           |   |  |
|                     |       |                     |       |                         |                           |   |  |
|                     |       |                     |       |                         |                           |   |  |
|                     |       |                     |       |                         |                           |   |  |
|                     |       |                     |       |                         |                           |   |  |
|                     |       |                     |       |                         |                           |   |  |
|                     |       |                     |       |                         |                           |   |  |
|                     |       |                     |       |                         |                           |   |  |
|                     |       |                     |       |                         |                           |   |  |

<sup>1</sup>Type of product or service codes:

1 = Agriculture  
2 = Mining  
3 = Construction  
4 = Manufacturing

5 = Transportation  
6 = Wholesale Trade  
7 = Retail Trade  
8 = Finance, Insurance, Real Estate

9 = Services  
a = Business Services  
b = Professional Services  
c = Repair Services  
d = Personal Services

10 = Other

## **Appendix B**

### **Optional Format SRF Contract Documents (for inclusion in contract specifications)**

- Bid Bond
- Performance Bond
- Payment Bond
- Contract Change Order
- Notice of Award
- Notice to Proceed
- Bid/Bid Schedule
- Agreement

## BID BOND

KNOW ALL MEN BY THESE PRESENT: that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are hereby  
held and firmly bound unto \_\_\_\_\_ as OWNER in  
the penal sum of \_\_\_\_\_  
for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,  
successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to  
\_\_\_\_\_ a certain BID,  
attached hereto and hereby made a part hereof to enter into a contract in writing, for the  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

- a. If said BID shall be rejected, or
- b. If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for all and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: that

---

(Name of Contractor)

---

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership or Individual)

---

(Name of Surety)

---

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

---

(Name of Owner)

---

(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars,  
\$(\_\_\_\_\_) in lawful money of the United States, for the payment of which  
sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally,  
firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain  
contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_,  
a copy of which is hereto attached and made a part hereof for the construction of:

---

---

---

---

---



NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

---

(Name of Contractor)

---

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership or Individual)

---

(Name of Surety)

---

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

---

(Name of Owner)

---

(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars,  
\$(\_\_\_\_\_) in lawful money of the United States, for the payment of which  
sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally,  
firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain  
contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_,  
a copy of which is hereto attached and made a part hereof for the construction of:

---

---

---

---

---

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each of which  
(Number)  
shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

ATTEST:

|                                |                    |
|--------------------------------|--------------------|
| _____<br>(Principal Secretary) | _____<br>Principal |
| (SEAL)                         | BY _____(s)        |
|                                | _____<br>(Address) |
| _____<br>Witness to Principal  | _____              |
| _____<br>(Address)             |                    |
| _____                          |                    |

ATTEST:

|                             |                    |
|-----------------------------|--------------------|
| _____<br>(Surety Secretary) | _____<br>Surety    |
| (SEAL)                      | BY _____(s)        |
|                             | Attorney-in-fact   |
|                             | _____<br>(Address) |
| _____<br>Witness to Surety  | _____              |
| _____<br>(Address)          |                    |
| _____                       |                    |

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**CONTRACT CHANGE ORDER**

\_\_\_\_\_  
 To (Contractor)

Date \_\_\_\_\_  
 Project No. \_\_\_\_\_  
 Location \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 Change Order No. \_\_\_\_\_

You are hereby requested to comply with the following changes from the contract plans and specifications:

| Item<br>No.           | Description of changes-quantities, units,<br>unit prices, change in completion<br>schedules, etc. | Decrease in<br>contract price | Increase in<br>contract price |
|-----------------------|---|-------------------------------|-------------------------------|
| (1)                   | (2)   | (3)                           | (4)                           |
| <hr/>                 |   |                               |                               |
| <u>Total Contract</u> |   |                               |                               |

Change in contract price due to this Change Order:

|   |               |               |
|---|---------------|---------------|
| Total decrease  | \$ _____      | XXXXXXXXXXXXX |
| Total increase  | XXXXXXXXXXXXX | \$ _____      |
| Difference between Col. (3) and (4)   | \$ _____      | \$ _____      |
| Net (increase)(decrease) contract price<br>(add additional sheets if necessary) | \$ _____      | \$ _____      |

Total Eligible

Change in contract price due to this Change Order:

|   |               |               |
|---|---------------|---------------|
| Total decrease                          | \$ _____      | XXXXXXXXXXXXX |
| Total increase                          | XXXXXXXXXXXXX | \$ _____      |
| Difference between Col. (3) and (4)     | \$ _____      | \$ _____      |
| Net (increase)(decrease) contract price | \$ _____      | \$ _____      |

---

JUSTIFICATION FOR CHANGE

Project No. \_\_\_\_\_

Contract No. \_\_\_\_\_

---

1. Necessity for changes: (attach adequate documentation - maps, drawings, correspondence, etc.)

2. Is proposed change an alternate bid? \_\_\_\_\_ yes \_\_\_\_\_ no

3. Will proposed change alter the physical size of the project? \_\_\_\_\_ yes \_\_\_\_\_ no  
If yes, explain.

4. Effect of this change on other prime contractors:

5. Has consent of surety been obtained? \_\_\_\_\_ yes \_\_\_\_\_ not necessary

6. Will this change affect expiration or extent of insurance coverage? \_\_\_\_\_ yes \_\_\_\_\_ no  
If yes, will the policies be extended? \_\_\_\_\_ yes \_\_\_\_\_ no

7. Effect on operation and maintenance costs:

The sum of \$\_\_\_\_\_, is hereby (added to)(deducted from) the total contract price, and the total adjusted contract price to date thereby is \$\_\_\_\_\_.

The time provided for completion in the contract is (unchanged) (increased) (decreased) by \_\_\_\_\_ calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto. Liquidated damages will be assessed: \_\_\_\_\_yes/no \_\_\_\_\_\$/days\_\_\_\_\_

Total \$\_\_\_\_\_.

---

Recommended by \_\_\_\_\_  
Architect/Engineer Date

Accepted by \_\_\_\_\_  
Contractor Date

Approved by \_\_\_\_\_  
Owner Date

## NOTICE OF AWARD

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated \_\_\_\_\_, 19\_\_\_\_, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
Owner

BY \_\_\_\_\_

TITLE \_\_\_\_\_

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by \_\_\_\_\_

this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

## NOTICE TO PROCEED

TO: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 19\_\_\_\_, on or before \_\_\_\_\_, 19\_\_\_\_, and you are to complete the WORK within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Owner  
BY \_\_\_\_\_  
TITLE \_\_\_\_\_

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by \_\_\_\_\_  
this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
BY \_\_\_\_\_  
TITLE \_\_\_\_\_

NOTE: Copies of the executed Notice to Proceed shall be provided to the S. C. Department of Health and Environmental Control's Central and District Offices and also to the S. C. Budget and Control Board.

## **BID**

Proposal of \_\_\_\_\_  
(hereinafter called "BIDDER"), organized and existing under the Laws of the State of \_\_\_\_\_  
doing business as \_\_\_\_\_\*.  
To the \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposed to perform all WORK  
for the construction of \_\_\_\_\_

\_\_\_\_\_ in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at  
the prices stated below.

By permission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto  
certifies as to his own organization, that this BID has been arrived at independently, without  
consultation, communication, or agreement as to any matter relating to this BID with any other  
BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified  
in the NOTICE TO PROCEED and to fully complete the PROJECT within \_\_\_\_\_ consecutive  
calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the amount stated  
in the Special Conditions for each consecutive calendar day thereafter.

BIDDER acknowledges receipt of the following ADDENDUM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Insert "a corporation", "a partnership", or "an individual" as applicable.



BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

**BID SCHEDULE**

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

SRF ELIGIBLE

| NO. | ITEM | UNIT | UNIT PRICE | AMOUNT | TOTAL PRICE |
|-----|------|------|------------|--------|-------------|
|     |      |      |            |        |             |
|     |      |      |            |        |             |

TOTAL: ELIGIBLE

\$\_\_\_\_\_

## ITEMS INELIGIBLE

| NO. | ITEM | UNIT | UNIT PRICE | AMOUNT | TOTAL PRICE |
|-----|------|------|------------|--------|-------------|
|     |      |      |            |        |             |
|     |      |      |            |        |             |

TOTAL: INELIGIBLE \$ \_\_\_\_\_

TOTAL OF BID ..... \$ \_\_\_\_\_

LUMP SUM PRICE (if applicable) ..... \$ \_\_\_\_\_

Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Date

(SEAL - if BID is by a corporation)

ATTEST \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by and between \_\_\_\_\_ hereinafter called "OWNER" and \_\_\_\_\_ doing business as (an individual), or (a partnership), or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of \_\_\_\_\_
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within \_\_\_\_\_ calendar days after the date of the NOTICE TO PROCEED and will complete the same within \_\_\_\_\_ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$\_\_\_\_\_, as shown in the BIDS schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - a. Advertisement for BIDS
  - b. Information for BIDDERS
  - c. BID
  - d. BID BOND
  - e. Agreement
  - f. General Conditions
  - g. SRF CONTRACT CONDITIONS
  - h. SPECIAL CONDITIONS
  - i. Technical Specifications
  - j. Payment BOND

k. Performance BOND

l. NOTICE OF AWARD

m. NOTICE TO PROCEED

n. CHANGE ORDER

o. DRAWINGS as stated in SPECIAL CONDITIONS

p. ADDENDA:

No. \_\_\_\_\_, dated \_\_\_\_\_, 19\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 19\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 19\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 19\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 19\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 19\_\_\_\_

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (\_\_\_\_\_) each of which shall be deemed an original on the date first above written.

Number of Copies

OWNER \_\_\_\_\_

By \_\_\_\_\_

(SEAL)

Name \_\_\_\_\_  
(Please Type)

ATTEST:

Title \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

Title \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

(SEAL)

Address \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

## **APPENDIX C**

### **SCHEDULE FOR CONSTRUCTION (DHEC Form 3588)**



**STATE OF SOUTH CAROLINA  
STATE REVOLVING FUND (SRF) PROGRAM  
SCHEDULE FOR CONSTRUCTION**

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

The following project schedule is proposed: (To be completed by the sponsor or consulting engineer)

- |   |       |
|---|-------|
| 1. Bid opening                                    | _____ |
| 2. Contract execution                             | _____ |
| 3. Notice to proceed                              | _____ |
| 4. Construction Start/initiation of construction  | _____ |
| 5. DHEC Permit to Operate/initiation of operation | _____ |
| 6. Construction completion                        | _____ |

In addition estimated dates for the following items should be provided:

- |  |       |
|--|-------|
| 7. Submittal of final Operation and Maintenance Manual<br>(if applicable)                                | _____ |
| 8. Sewer Use Ordinance enactment date<br>(must be prior to placing project in operation)                 | _____ |
| 9. Pretreatment Program enactment date<br>(must be prior to placing project in operation, if applicable) | _____ |

Prepared by: \_\_\_\_\_

Consulting Engineering Firm or Sponsor's Name: \_\_\_\_\_

Date: \_\_\_\_\_

*Submit to:*  
*SCDHEC, Water Facilities Permitting Division, SRF Section, 2600 Bull Street, Columbia, SC 29201*